

CYCLE INSURANCE

Policy Wording





Welcome to Towergate Insurance

Thank you for choosing Towergate as the provider for your cycle related Insurances.

Our team are committed to providing you with a first-class level of service whenever you need us.

In designing this policy, we have recognised that cyclists are just as unique as their insurance needs.

We have sought feedback from cyclists who have helped us design the covers provided and we have used that feedback to create this policy in a way that we hope will make everything as clear and as easy to understand as possible.

If we can be of any further assistance to you, or you have any feedback on this policy, please let us know and we will do all we can to help.

We hope that you enjoy being our customer and will continue to insure with us for many years to come.

Towergate Insurance
Ellenborough House
Wellington Street
Cheltenham
GL50 1XZ



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Introducing your Cycle Policy

This policy document provides full details of your cover and together with your policy schedule forms the basis on which your cover is provided.

Your policy will be subject to the terms, conditions and exclusions set out in this policy document and any written notices or endorsements sent to you by us.

Your policy will continue for the period of insurance shown on your policy schedule and covers you for the insured events that occur during that period.

In this policy document, many of the words and phrases used have a particular meaning. We want that meaning to be clear so there are no misunderstandings. The words and phrases which have particular meanings will therefore be highlighted in **bold** print and are defined on pages 6-9.

What cover is included?

The policy is divided into a number of sections. To find which sections are in force, please refer to your Policy Schedule which is provided with the policy.



List of Insurers

About Towergate Insurance

The policy has been administered by Towergate Insurance which is a trading name of Advisory Insurance Brokers Limited which is registered in England under Company No.4043759. Registered Office: 2 Minster Court, Mincing Lane, London EC3R 7PD. Authorised and regulated by the Financial Conduct Authority under firm reference number: 313250.

This can be checked on the FCA's register by checking the FCA website at [fca.org.uk/register](https://www.fca.org.uk/register) or by contacting them on **0800 111 6768**.

About the Manager of this Policy

Section 1 to 6 of this Policy is managed by Geo Specialty a trading name of Geo Underwriting Services Limited acting as agent of the Underwriter. Geo Underwriting Services Limited are a Managing General Agency and Coverholder for certain insurers. Their registered office address is 2 Minster Court, Mincing Lane, London EC3R 7PD. Registered in England and Wales number 04070987.

Geo Underwriting Services Limited is authorised and regulated by the Financial Conduct Authority, FCA Register Number 308400.

Section 7 of this policy is provided by Arc Legal Assistance Ltd (305958) and underwritten by Royal & Sun Alliance Insurance Ltd (202323). All are registered in the United Kingdom and authorised and regulated by the Financial Conduct Authority. Royal & Sun Alliance plc are also regulated by the Prudential Regulation Authority.

About the Underwriter of this Policy

Section 1 to 6 of this policy is underwritten by Great American International Insurance (UK) Limited (Registered in England No 02714031) with its registered office at 32 Queen Square, Bristol BS1 4ND.

Great American International Insurance (UK) Limited is authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and the Financial Conduct Authority (Financial Services Register No 202874).

Section 7 of this policy is provided by Arc Legal Assistance Ltd (305958) and underwritten by Royal & Sun Alliance Insurance Ltd (202323). All are registered in the United Kingdom and authorised and regulated by the Financial Conduct Authority. Royal & Sun Alliance plc are also regulated by the Prudential Regulation Authority.



General Definitions for Section 1 to 6

The following definitions apply to Sections 1 to 6 of the policy. Definitions for Section 7 can be found on pages 37-38.

Throughout this policy the words shown in **bold** type below have the same meaning wherever they appear. Any other definitions are shown in the specific section to which they apply.

Accessories

Cycle related equipment which is **Your** own property or for which **You** are legally responsible, including specialist cycling clothing, luggage, footwear and headgear.

Accident

A sudden and unexpected event arising from **Your** use of **Your Cycle** during the **Period of Insurance**.

Agreed Value

An amount that **We** have agreed with **You** in respect of the value of **Your Cycle** that **We** will pay in the event of the **Total Loss** of **Your Cycle**.

Approved Lock

Any specifically designed **Cycle**, motor scooter or motorcycle lock that has been tested and approved to Sold Secure testing standards where indicated below:

- Bicycles from £0 to £1,000 – A Sold Secure Bronze graded lock or above.
- Bicycles from £1,001 to £3,000 – A Sold Secure Silver graded lock or above.
- Bicycles over £3,000 – A Sold Secure Gold graded lock or above.

Or:

Any other specified lock accepted by **Us** and specified in an **Endorsement**.

Average Weekly Wage

Your average weekly salary (not including payments for overtime, commission or bonuses) before tax and National Insurance for the 13 weeks immediately before the first date **You** are off work due to the **Accident** or illness.

Bodily Injury

Physical injury (other than when directly or indirectly caused by illness or disease) caused solely and directly by a sudden external unforeseen and identifiable **Accident** event.

Cycle

Any bicycle, tricycle, tandem or trailer cycle powered only by human pedal power or electricity, which is **Your** own property, usually kept at the address shown on the **Schedule**, for which **You** are legally responsible for and not powered or modified in such a way that it is or becomes subject to the requirements of the Road Traffic Act.

Damage

Sudden and unintentional physical **Damage** that happens unexpectedly.



Defence Costs

Any costs that could be incurred with **Our** prior written consent that would be used to investigate, defend or settle any claim made against **You**.

Deferral Payment

The period at the commencement of a period of **Temporary Total Disablement** during which no benefit is payable.

Dental Injury

Damage as confirmed by a practicing dentist to **Your Sound and Natural Teeth** and supporting structures including **Damage** to **Your** dentures whilst being worn.

Doctor

A person other than **You**, a member of **Your** immediate **Family** or an employee of **Yours**, who is licensed to practice medicine or surgery in the country where treatment is given.

Endorsement

Any terms and conditions additional to this **Policy** and specified in the **Schedule**.

Evidence of Ownership

Proof of purchase, showing the name and address of the seller, details of the **Cycle** and/or **Accessories** purchased, the date of sale, price paid or any other evidence that demonstrates **Your** ownership.

Excess

The amount **You** have to pay in respect of each agreed claim.

Expert Medical Practitioner

A person other than **You**, a member of **Your** immediate **Family** or an employee of **Yours**, who is qualified as a consultant in the branch of medicine to which the **Bodily Injury** relates.

Family

Parents, spouse, partner, son, daughter, grandchildren or minors under **Your** legal guardianship or siblings, who permanently live with **You**.

Fracture

A break of a bone in the body identified through an X-Ray, computerised tomography (CT) scan or magnetic resonance imaging (MRI) scan and confirmed by a **Doctor**.

Geographical Areas

The **United Kingdom**.

The continent of Europe, including all countries west of the Ural Mountains, islands in the Mediterranean, Madeira, the Azores and Iceland but not including Egypt, Israel, Morocco and Tunisia.

Rest of the World in respect of any temporary trip of no more than 45 days and/or no more than 90 days during the **Period of Insurance**.

Providing that any country or region outside of the **United Kingdom** is not subject to financial sanctions and/or where The Foreign and Commonwealth Office has advised against all travel or all but essential travel. For further details visit [gov.uk/foreign-travel-advice](https://www.gov.uk/foreign-travel-advice)



Home Address

The last known address recorded on **Our** system where **Your Cycle** is ordinarily kept.

Immovable Object

Any solid object which cannot be removed with or lifted under or over the **Cycle**.

Insured Event

The loss, theft of or **Damage** to any insured item.

Insured Person

The person named in the **Schedule** as the insured.

Insured Location

The location stated in **Your Schedule** where **Your Cycle** and/or **Your Accessories** are usually kept which may include the following:

- a) A brick, concrete or stone building of standard construction with a slate, tiled or multi layered roof
- b) a lockable shed, outbuilding or garage which is attached to or within the boundaries of **Your** private dwelling and is privately accessed; or
- c) a self-contained lockable private room or communal hallway inside the halls of residence to which **You** normally reside; or
- d) a purpose built **Cycle** storage facility; that is contained within the boundaries of **Your** private dwelling or
- e) any temporary residence in which **You** are a resident for a maximum of 28 consecutive days; or
- f) any other location agreed by **Us** in writing.

Period of Insurance

The period of time for which this **Policy** is in force as shown in the **Schedule**.

Physiotherapy

The recognised treatments performed by a registered physiotherapist in the **United Kingdom** to improve functional movement.

Policy

This insurance document and the **Schedule**, including any endorsements.

Professional Fees

Legal fees and other costs incurred with **Our** prior written authority, including costs incurred by another party that **You** have been made legally liable to pay.

Costs that **You** may pay with **Our** consent to assist in pursuit of a civil claim against a third party arising from an **Insured Event**.

Schedule

The document showing the details of the **Insured Person**, the cover provided and any **Endorsements** that apply.

Sound and Natural Teeth

Non restored teeth that show no sign of being pathologically compromised or adequately and permanently restored teeth with healthy supporting structures or other permanently fitted prostheses.

**Sum Insured**

The amount as set out on the **Schedule**.

Temporary Total Disablement

Temporary disablement that has been certified by a **Doctor** as entirely preventing **You** from engaging in **Your** usual occupation.

Terrorism

An act including, but not limited to, the use of force or violence and/or the threat (or perceived threat) thereof of any person or groups of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or ethnic purposes, or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Third Party Property

Physical loss or **Damage** of tangible property not belonging to **You** or to members of **Your Family** or household.

Total Loss

Where the total cost to repair **Your Cycle** and/or **Your Accessories** is greater than 70% of the current market value.

Unattended

When **Your Cycle** and/or **Your Accessories** are left in a location that is not **Your Insured Location** for more than 18 consecutive hours or 24 consecutive hours in any designated transition area awaiting use during an organised competitive cycling event including triathlon and duathlons.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

We/Us/Our

Mean any, or all of:

- Great American International Insurance (UK) Limited (Great American).
- Geo Specialty trading as Geo Underwriting Services Limited.

You/Your

The **Insured Person** named in the **Schedule** who has a permanent residential address in the **United Kingdom**.



How to Contact Us

In any communication with **Us**, please remember to quote **Your** full name, address and **Your** policy number or **Your** claims reference number. This will enable **Us** to quickly locate **Your** policy or claims details.

	Enquiries about Your Policy	Claims Enquiries Section 1 to 6	Claims Enquiries Section 7
Address	Towergate Insurance Third Floor Ellenborough House Wellington Street Cheltenham GL50 1XZ	Davies Group Fulwood Park Caxton Road Fulwood Preston PR2 9NZ	Arc Legal Assistance Ltd PO Box 8921 Colchester CO4 5NE
Telephone Number	0344 892 1572	0330 018 2337	0344 770 1083
Email	cycle@towergate.co.uk	geocycleclaims@davies-group.com	claims@arclegal.co.uk
Opening Hours	Monday to Friday: 9am to 5pm Saturday to Sunday: Closed	Monday to Friday: 8:30am to 6pm Saturday: 8:30am to 1pm Sunday: Closed	The claims line is open 24/7 365 days a year

Telephone calls may be recorded for joint protection, training and/or monitoring purposes.



Our Agreement with You

Your Policy is a legal contract between **You** and **Us** under section 1 to 6 and between **You** and Arc Legal Assistance Ltd and Royal & Sun Alliance Insurance Ltd under section 7.

When **You** first take out, make changes to, or renew **Your Policy**, **You** will be asked questions that are relevant to the acceptance of the risk of insurance, and on what terms are applied.

When **You** answer those questions, **You** are required to take care not to misrepresent any information and to give all of the information **You** are asked for. If **You** give incorrect or incomplete information the wrong terms may be quoted which, in certain circumstances could mean that **Your Policy** might become invalid and/or **You** might not be entitled to a refund of premium and/or any claim may not be paid. If **You** are unsure of any question asked to **You** or any answer **You** provide, please ask for this to be clarified.

Your Policy documents include:

- information contained from **Your** application;
- **Your Policy Schedule**, which confirms the cover being provided, including any **Endorsements** (variations in the terms, conditions and/or exclusions of **Your Policy**); the **Period of Insurance**; **Your** premium; details about **You** and **Your** property and any **Excesses** that apply to the cover provided;
- this **Policy** document, which details the cover provided and the exclusions and conditions which apply;
- any changes to **Your Policy** contained in written notices sent to **You** by Towergate.

You need to keep all of these documents in a safe place, together with receipts, **Evidence of Ownership** and value of **Your** insured property. **We** would also recommend that **You** keep a record of all information supplied by **You** in connection with **Your Policy** for future reference.

Our provision of insurance under **Your Policy** is conditional upon **You** observing and fulfilling the terms, provisions, conditions and clauses of the **Policy**.

Please examine **Your Policy** carefully to ensure it meets **Your** needs. If **You** do not understand the terms, exclusions or conditions, or if any information is incorrect or incomplete then please contact Towergate.



Cancellation of Your Policy

14 day Statutory Right of Cancellation

You have a statutory right to cancel **Your Policy** if it does not meet **Your** needs or requirements, or for any other reason by calling or sending Towergate written notice of **Your** intention to cancel **Your Policy**.

For this to apply, **You** must provide notice of **Your** intention to cancel **Your Policy** within 14 days of the date **You** received **Your Policy** documents, or from the purchase date, whichever is later.

For cover provided by Section 1 to 6 **We** will make a charge equal to the period of cover **You** have had, calculated on the basis of the premium that would have been charged, had **You** taken out a shorter term **Policy** with **Us** for the duration prior to **Policy** cancellation, plus the Insurance Premium Tax. For the cover provided by Section 7, **You** will be refunded **Your** premium in full if **Your Policy** is cancelled in the first 14 days.

If **You** have made a claim within this period, the full **Policy** premium will be due.

Cancellation after the initial 14 day period

You may cancel **Your Policy** after the 14 day period by calling or giving Towergate notice in writing.

For the cover provided by Section 1 to 6, **We** will make a charge equal to the period of cover **You** have had, calculated on the basis of the premium that would have been charged, had **You** taken out a shorter term **Policy** with **Us** for the duration prior to **Policy** cancellation, plus the Insurance Premium Tax. For the cover provided by Section 7, if **Your Policy** is cancelled after the first 14 days no refund of premium will be payable.

You may be charged an administration charge of £25 to reflect the costs in processing the **Policy** and cancellation.

If **You** have made a claim within this period, the full **Policy** premium will be due.

Our Right to Cancel

We reserve the right to cancel this **Policy** by giving **You** seven days' notice in writing, which **We** will send by recorded delivery to the most recent email address and postal address **We** have for **You**. Examples of when **We** might do this include but are not limited to:

- **You** become ineligible for cover.
- **You** fail to meet the terms and conditions of this **Policy**.

We reserve the right to cancel this **Policy** immediately if **You** intentionally provide **Us** with false information or make a false claim.

For the cover provided by Section 1 to 6, **We** will refund any premium due which applies to the remaining **Period of Insurance**, less an administration charge of £25 to reflect **Our** costs in processing the **Policy** and cancellation. For the cover provided by Section 7 **You** will not be provided a refund of premium after the first 14 days of **Your Policy** period.

If **You** have made a claim the full **Policy** premium will be due.



Complaints Procedure

Our aim is to get things right, first time, every time and **We** hope that **You** will never have to make a complaint about **Your Policy** or the service **You** have received. However, if **You** are unhappy with **Your Policy** or the service **You** receive for any reason, **We** would really like to hear from **You**.

If **You** have a complaint about any aspect of **Your Policy**, please contact **Us** by using any of the following:

Type of Complaint	Policy Complaint	Claims Complaint for Section 1 to 6	Claims Complaint for Section 7
Address	Towergate Insurance Third Floor Ellenborough House Wellington Street Cheltenham GL50 1XZ	Davies Group Fulwood Park Caxton Road Fulwood Preston PR2 9NZ	Arc Legal Assistance Ltd PO Box 8921 Colchester CO4 5NE
Telephone Number	0344 892 1572	0330 018 2337	01206 615 000
Email	customer.care@towergate.co.uk	geocycleclaims@davies-group.com	customerservice@arclegal.co.uk
Opening Hours	Monday to Friday: 9am to 5pm	Monday to Friday: 8:30am to 6pm Saturday: 8:30am to 1pm Sunday: Closed	Monday to Friday: 9am to 5pm

Please see the complaints section within Section 7 for any complaints relating to Arc Legal Assistance Ltd or **Your** Bicycle Legal Expenses Insurance.

For **Your Policy** complaint and claims relating to section 1 to 6, **We** will acknowledge **Your** complaint within two working days of receiving it.

We will look to:

- Try to resolve **Your** complaint as soon as possible.
- Tell **You** the name of the person managing the complaint when **We** send **Our** acknowledgement letter.
- Send **You** a complaint summary resolution within three working days. If **We** are unable to do this **We** will write to **You** within five working days to let **You** know when **We** will contact **You** and provide **You** with **Our** final response.



Financial Ombudsman Service

If **You** are still not happy with **Our** final decision or if **You** have not received **Our** final decision within 8 weeks of **Us** receiving **Your** complaint, **You** can pass **Your** complaint to the Financial Ombudsman Service. In the unlikely event that **We** have not responded to **Your** complaint within eight weeks or **You** are not happy with **Our** final response **You** have the right to take **Your** complaint onto the Financial Ombudsman Service but **You** must do so within six months of the date of the final response. The Financial Ombudsman Service is an independent organisation and will review **Your** case.

Their address is:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Phone: **0800 023 4567**

You can visit the Financial Ombudsman Service website at financial-ombudsman.org.uk

Following the complaints procedure does not affect **Your** rights to take legal proceedings.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). Should **We** be unable to meet **Our** liabilities **You** may be entitled to compensation from the Financial Services Compensation Scheme. This depends on the type of insurance, the size of **Your** business and the circumstances of the claim.

Further information is available from the Financial Services Compensation Scheme. Their telephone number is **0800 678 1100** or **020 7741 4100**. Alternatively, more information can be found at fscs.org.uk



Making a Claim: Section 1 to 6

Please see section 7 for making a claim under **Your** Bicycle Legal Expenses Insurance.

You must notify **Us** of any claim or any circumstances which may give rise to a claim, which have occurred during the **Period of Insurance**, within 30 days of the event occurring. Failure to do so could mean that **We** decline to pay a claim.

Within 30 days of notifying **Us** of a claim **You** must supply, at **Your** own expense, full details of the claim and all supporting information, including **Evidence of Ownership**.

You must notify **Us** of any claim or any circumstances which may give rise to a claim under the Public Liability Section as soon as possible and forward to **Us** any statements of claim, writ or summons as soon as **You** receive it. It is important that **You** do not negotiate, admit liability, or agree to pay any amount in settlement without **Our** written authority.

You must not take any action or make any statement which could prejudice **Our** position with regard to the handling or the defence of the claim.

In respect of any claim for theft or attempted theft **You** must report the incident to the Police and provide **Us** with a crime reference number.



General Conditions for Section 1 to 6

The following conditions apply to the whole of this **Policy**.

Payment of Premium

We will not make any payment under this **Policy** unless **You** have paid the premium.

If **We** can't collect **Your** premium on the date it is due, **We** will assume that **You** do not want to continue with **Your Policy** unless **You** tell **Us** otherwise.

Misrepresentation

If **We** establish that **You** have intentionally provided **Us** with false information **We** reserve the right to treat this insurance as if it never existed and decline all claims. **We** reserve the right to withhold any premium already paid or recover from **You**, all monies paid in respect of all claims made under this **Policy** if **We** establish that **You** have intentionally provided **Us** with false information.

We will provide **You** with written confirmation of **Our** intentions if **We** establish misrepresentation has taken place.

Minimising Loss

You must take reasonable steps to prevent loss or **Damage** and incidents that may give rise to a claim. **You** must look after any items that **You** have covered under **Your Policy** and keep them in good condition.

Claim Notification

We will not make any payment under this **Policy** unless **You**:

- a) notify **Us** of anything which is likely to give rise to a claim under this **Policy** within 30 days of the event occurring;
- b) take reasonable steps to minimise any **Damage** and take appropriate measures immediately to reduce any claim;
- c) provide **Us** with all assistance which **We** may require to pursue recovery of any amounts **We** may become liable to pay under this **Policy**, in **Your** name but at **Our** expense;
- d) provide, at **Your** expense, any information which **We** may reasonably require;
- e) co-operate fully in the investigation or processing of any claim under this **Policy**.

False Claims

If **You** have made a false claim, **We** reserve the right to refuse to pay a claim and invoke **Our** cancellation rights in respect of this **Policy**.

Governing Law

This **Policy** will be governed by English law, and **You** and **We** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales.

Language

The contractual terms and conditions and other information relating to this contract will be in the English language.



Policy Changes

You must tell **Us**, as soon as possible, if there are any changes to the information **You** have previously provided to **Us**.

For example, **You** must tell **Us** if:

- **You** move house or change the place **You** keep **Your Cycle**;
- **Your** name changes (for example, by marriage).

If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance **Policy** being invalid.

This is not a full list. If **You** are not sure whether **You** need to tell **Us** about a change in circumstances, please contact **Us**.

When **We** are notified of a change **We** will tell **You** if and how it affects **Your Policy**.

Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

Automatic Renewal

When **Your Policy** is due for renewal, **We** may offer to renew it for **You** automatically using the payment details **You** have already given, unless **We** or **You** have advised otherwise.

We will write to **You** before **Your Policy** ends to confirm **Your** renewal premium and **Policy** terms, and before taking any payment. If **You** do not want to renew **Your Policy**, **You** must call **Us** before **Your** renewal date to let **Us** know. It is not possible to offer automatic renewal with all payment methods, so please check **Your** renewal invite for further details.

If **We** are unable to offer renewal terms, **We** will write to **You** at **Your** last known email address and postal address to let **You** know.

This document can be made available in other formats on request.



Privacy Notice

Privacy Notice – Towergate Insurance

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. We will update this notice as required and at least annually (every December). Therefore, we suggest you revisit this notice every December to keep yourself informed.

The terms used in this Fair Processing Notice are based on the Information Commissioner's Office. You can find out more about the ICO here: ico.org.uk

Who are we?

Towergate (part of the Ardonagh Group of companies), is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we provide to you.

You can contact us for general data protection queries by email to dataprotection@ardonagh.com or in writing to: The Data Protection Officer, 2nd Floor, The Octagon, Colchester CO1 1TG. Please advise us of as much detail as possible to comply with your request.

For further information about The Ardonagh Group of companies please visit: ardonagh.com/about-us/business-portfolio

What information do we collect?

To enable us to provide you with the right product or service to meet your needs (or to handle a claim) we will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code).

We may need to request and collect sensitive personal information such as details of convictions or medical history for us to provide you with the product or service or to process a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek your explicit consent to process this information as it is required by us to provide the product or service you have requested and is legitimised by its criticality to the service provision. If you object to use of this information, then we will be unable to offer you that product or service.

How do we use your personal information?

We will use your personal information to:

- Assess and provide the products or services that you have requested.
- Communicate with you.
- Develop new products and services.
- Undertake statistical analysis.



We may also take the opportunity to:

- Contact you about products that are closely related to those you already hold with us.
- Provide additional assistance or tips about these products or services.
- Notify you of important functionality changes to our websites.

Only where you have provided us with consent to do so, we may also from time to time use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from The Ardonagh Group.

From time to time we will need to call you for a variety of reasons relating to your products or service (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to Ofcom regulations and have strict processes to ensure we comply with them.

To ensure the confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information that you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

When do we share your information?

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau. We will never make a search that leaves a record on your credit history without informing you first.

We may use firms involved in financial management regarding payment.

We may also share your data with other companies who carry out market research on our behalf and who may contact you for the purpose of obtaining feedback on the products and services we offer.



We will only share your information for any direct marketing of additional services and products within The Ardonagh Group of companies where we have your consent to do so.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Fair Processing Notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, or statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

Your rights

There are a number of rights that you have under data protection law. Commonly exercised rights are:

- Access – You may reasonably request a copy of the information we hold about you.
- Erasure – Where we have no legitimate reason to continue to hold your information, you have the right to have your data deleted (sometimes known as the right to be forgotten).
- We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision if you are unhappy with it.
- Marketing – If you wish to inform us of changes in consent for marketing please contact us at the address or telephone number indicated in any recent correspondence or emails you have received from us.

If you are unhappy about the way we have handled your data or upheld your rights, you can complain to the Information Commissioner's Office (ICO) at any time.

Further details of your rights can be obtained by visiting the ICO website at ico.org.uk/your-data-matters



Privacy Notice – Great American

As a provider of commercial general insurance, Great American collects data from clients, contractors and third parties to assess, underwrite and administrate insurance contracts. The privacy of the personal data obtained is very important to **Us** and **We** are committed to collecting, processing, sharing, storing and destroying all information in accordance with GDPR, UK data protection laws and specific data protection codes of conduct.

You can read **Our** full Privacy Notice here: greatamericanuk.com/privacy-policy, which goes into more detail about how **We** collect, use and process personal data, and how, in doing so, **We** comply with **Our** legal obligations. It also describes **Your** rights as a data subject in respect of personal data.

Your insurance adviser will have their own uses for **Your** personal data. Please ask **Your** insurance adviser if **You** would like more information about how they use **Your** personal information.



General Exclusions for Section 1 to 6 of this Policy

The following exclusions apply to Section 1 to 6 of this **Policy**. Any other exclusions are shown in the section to which they apply. For General exclusions applicable to Section 7 please see pages 39-40.

- a) Cyber loss
 1. Notwithstanding any provision to the contrary within this contract, this **Policy** excludes any Cyber Loss.
 2. Cyber Loss means any loss, **Damage**, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
 - 2.1 the use or operation of any Computer System or Computer Network;
 - 2.2 the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
 - 2.3 access to, processing, transmission, storage or use of any Data;
 - 2.4 inability to access, process, transmit, store or use any Data;
 - 2.5 any threat of or any hoax relating to 2.1 to 2.4 above;
 - 2.6 any error or omission or accident in respect of any Computer System, Computer Network or Data; or
 - 2.7 any activity of third party(s) causing disruption or damage to any Computer System or Computer Network.
 3. For the avoidance of doubt, the definition of Cyber Loss, as contained in section 2 above, does not exclude accidental material damage cover for any insured loss sustained regarding an insured Computer System or Computer Network (where the damage thereto did not result from Cyber Loss).
 4. Computer System means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
 5. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
 6. Data means information used, accessed, processed, transmitted or stored by a Computer System.
 7. When this clause forms part of a reinsurance contract, Insured shall be amended to read (or refer to) Original Insured.
 8. The Definitions contained in this Clause apply to this clause only. They shall not apply to the other provisions of this **Policy**.



In addition, this **Policy** does not provide cover for any incident arising through or as a consequence of:

- b) Any act of fraud or dishonesty by **You** or anyone acting on **Your** behalf.
- c) Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel.
- d) Any claim for reduction in value.
- e) Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- f) Any pre-existing **Damage** that happened before **Your Policy** started.
- g) Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
- h) Solvent use, being under the influence of drugs or alcohol, except those prescribed by a registered **Doctor**, or drugs which have been prescribed by a registered **Doctor** and not those prescribed for drug addiction.
- i) Any claim where **Evidence of Ownership** cannot be provided.
- j) Epidemic or pandemic.
- k) Pollution or threat of pollutant release.
- l) Any claim where **Your Cycle** was being used for hire, reward, trade or business purposes, including courier services but excluding commuting purposes.
- m) The **Excess**.
- n) Any claim where the **Cycle** or **Accessories** are being used by anyone other than **You**.



Section 1: Cycle Cover – Theft (Optional)

This Section is optional and only applies if noted on **Your Policy Schedule** as operative.

What is covered

Loss of or **Damage** to **Your Cycle** anywhere in the **Geographical Areas**, as a result of theft or attempted theft occurring during the **Period of Insurance**.

We will also pay up to 10% of the total **Cycle Sum Insured** shown in the **Schedule** for the hire of a replacement **Cycle** from a recognised reputable **Cycle** dealer; following theft of, or **Damage** to **Your Cycle** as a result of attempted theft, which renders **Your Cycle** unusable.

What is not covered

We will not make any payment under this section of cover in respect of:

- a) The **Excess** as stated in **Your Schedule** subject to a minimum of the following:
 - i) The first £50 for **Your Cycle** valued up to and including £500
 - ii) The first £100 for **Your Cycle** valued over £500
 - iii) The first 20% of the value of **Your Cycle** or the **Excess** whichever is greater due to any loss or **Damage** arising from Theft whilst **Your** bike is stored in:
 - a) a self-contained lockable private room or communal hallway inside the halls of residence to which **You** normally reside; or
 - b) a purpose built **Cycle** storage facility; that is contained within the boundaries of **Your** private dwelling or
 - c) any temporary residence in which **You** are a resident for a maximum of 28 consecutive days;
- b) loss or **Damage** resulting from theft or attempted theft at **Your Insured Location** unless, at the time of loss or **Damage**:
 - i) **Your Cycle** was contained within **Your Insured Location** and normal security provisions were fully operative and in force and there is evidence of forcible and/or violent entry to the **Insured Location**; or
 - ii) **Your Cycle** was secured through the frame by an **Approved Lock** to an **Immovable Object**;



What is covered

What is not covered

- c) loss or **Damage** resulting from theft or attempted theft away from **Your Insured Location** unless, at the time of loss or **Damage**:
 - i) **Your Cycle** was secured through the frame by an **Approved Lock** to an **Immovable Object**; or
 - ii) **Your Cycle** was stolen from an organised event in which **You** were participating; or
 - iii) **Your Cycle** was in the custody and control of an airport, railway or seaport operator and/or their agents; or
 - iv) **Your Cycle** was stolen from within or on a motor vehicle as a direct result of forcible action;
- d) any claim where **You** have failed to obtain a crime reference number;
- e) loss or **Damage** where **Your Cycle** was left **Unattended** unless in a secure area during an organised event;
- f) loss or **Damage** where **Your Cycle** was being used by anyone other than **You**;
- g) anything contained in the General Exclusions of this **Policy**.

How we will deal with your claim

We will either:

- a) pay **You** the amount of **Your** claim up to the **Sum Insured**; or
- b) repair or replace the **Cycle** up to the **Sum Insured**.

At no point will **We** pay more than the **Sum Insured** shown in the **Schedule**.

Cycle less than 3 years old

We will, at **Our** option, repair, replace or pay for any **Cycle** on a new for old basis.

Cycle more than 3 years old

We will, at **Our** option, repair, replace or pay for any **Cycle** on an equivalent type or specification basis.

Agreed Value

Where **We** have made an **Endorsement** to the **Policy** in respect of an **Agreed Value**, **We** will pay the stated amount in the event of the unrecovered theft of **Your Cycle** or where **Damage** renders **Your Cycle** a **Total Loss**.

Upon settlement of a claim for loss or **Damage** where the **Cycle** is deemed a **Total Loss** **We** have the right to take and keep possession of any part or the entire **Cycle** and deal with the salvage in a reasonable manner.



Section 2: Cycle Cover – Damage

This Section is included in **Your Policy**.

What is covered

Damage to Your Cycle anywhere in the **Geographical Areas** occurring during the **Period of Insurance**.

We will also pay, up to 10% of the total **Cycle Sum Insured** shown in the **Schedule** for the hire of a replacement **Cycle** from a recognised reputable **Cycle** dealer; following **Damage to Your Cycle** which renders **Your Cycle** unusable.

What is not covered

We will not make any payment under this section of cover in respect of:

- a) The **Excess**;
- b) theft, loss or disappearance of **Your Cycle**;
- c) any claim arising out of general wear and tear, gradually operating causes, such as, but not limited to insects, frost, rust, corrosion, dust, contamination or poor maintenance;
- d) any mechanical or electrical breakdown;
- e) Any **Damage** when the **Cycle** is left **Unattended** in a location, other than the **Insured Location** for more than 18 consecutive hours or 24 consecutive hours in any designated transition area awaiting use during an organised competitive cycling event including triathlon and duathlons at any one time;
- f) anything contained in the General Exclusions of this **Policy**.

How we will deal with your claim

We will either:

- a) pay **You** the amount of **Your** claim up to the **Sum Insured**; or
- b) repair or replace the **Cycle** up to the **Sum Insured**.

At no point will **We** pay more than the **Sum Insured** shown in the **Schedule**.

Cycle less than 3 years old

We will, at **Our** option, repair, replace or pay for any **Cycle** on a new for old basis.

Cycle more than 3 years old

We will, at **Our** option, repair, replace or pay for any **Cycle** on an equivalent type or specification basis.

Agreed Value

Where **We** have made an **Endorsement** to the **Policy** in respect of an **Agreed Value**, **We** will pay the stated amount in the event of the unrecovered theft of **Your Cycle** or where **Damage** renders **Your Cycle** a **Total Loss**.

Upon settlement of a claim for loss or **Damage** where the **Cycle** is deemed a **Total Loss** **We** have the right to take and keep possession of any part or the entire **Cycle** and deal with the salvage in a reasonable manner.



Section 3: Accessories Cover – Theft (Optional)

This Section is optional and only applies if noted on **Your Policy Schedule** as operative.

What is covered

We will pay up to the **Accessories Sum Insured** for loss of or **Damage** to **Your Accessories** anywhere in the **Geographical Areas** as a result of theft or attempted theft occurring during the **Period of Insurance**.

What is not covered

We will not make any payment under this section of cover in respect of:

- a) The first 20% of the value of **Your Accessories** or the **Excess** whichever is greater due to any loss or **Damage** arising from Theft whilst **Your** bike is stored in:
 - i) a self-contained lockable private room or communal hallway inside the halls of residence to which **You** normally reside; or
 - ii) a purpose built **Cycle** storage facility; that is contained within the boundaries of **Your** private dwelling or
 - iii) any temporary residence in which **You** are a resident for a maximum of 28 consecutive days;
- b) loss or **Damage** resulting from theft or attempted theft at **Your Insured Location** unless the **Accessories** were contained within **Your Insured Location** and normal security provisions were fully operative and in force and there is evidence of forcible and/or violent entry to the **Insured Location**;
- c) theft away from **Your Insured Location** unless:
 - i) **Your Accessories** were stolen from an organised event in which **You** were participating; or
 - ii) **Your Accessories** were stored out of sight within a motor vehicle and the motor vehicle was fully locked with all security protections in force and the theft was a direct result of forcible entry to the motor vehicle;
- d) any claim where **You** have failed to obtain a crime reference number;
- e) loss or **Damage** where **Your Accessories** have been left **Unattended**;
- f) loss or **Damage** where **Your Accessories** are being used by anyone other than **You**;
- g) any claim where **Your Accessories** are being used for trade or business purposes, excluding commuting purposes;
- h) Any amount over 20% of the total **Cycle Sum Insured**.



How we will deal with your claim

We will either:

- a) pay **You** the amount of **Your** claim up to the **Accessories Sum Insured**; or
- b) repair or replace the **Accessories** up to the **Accessories Sum Insured**.

At no point will **We** pay more than 20% of the total **Cycle Sum Insured** shown in the **Schedule** (less any **Excess**).

Accessories less than 3 years old

We will, at **Our** option, repair, replace or pay for any **Accessories** on a new for old basis.

Accessories more than 3 years old

We will, at **Our** option, repair, replace or pay for any **Accessories** on an equivalent type or specification basis.

Upon settlement of a claim for loss or **Damage** where the **Accessories** are deemed a **Total Loss** **We** have the right to take and keep possession of any part or the entire **Accessories** and deal with the salvage in a reasonable manner.

If any stolen **Accessories** that have been subject to a claim payment under this section are subsequently recovered **We** shall become entitled to that property.



Section 4: Accessories Cover – Damage (Optional)

This Section is optional and only applies if noted on **Your Policy Schedule** as operative.

What is covered

We will pay up to the **Accessories Sum Insured** to cover **Damage to Your Accessories** occurring anywhere in the **Geographical Areas** during the **Period of Insurance**.

What is not covered

We will not make any payment under this section of cover in respect of:

- a) The **Excess**;
- b) theft, loss or disappearance of **Your Accessories**;
- c) Any **Damage** when the **Accessories** are left **Unattended** in a location, other than the **Insured Location** for more than 18 consecutive hours or 24 consecutive hours in any designated transition area awaiting use during an organised competitive cycling event including triathlon and duathlons at any one time;
- d) any claim where, at the time of **Damage Your Accessories** were being used for trade or business purposes, excluding commuting purposes;
- e) any claim arising out of general wear and tear, gradually operating causes, such as, but not limited to insects, frost, rust, corrosion, dust, contamination or poor maintenance;
- f) any mechanical or electrical breakdown;
- g) Any amount over 20% of the total **Cycle Sum Insured**.

How we will deal with your claim

We will either:

- a) pay **You** the amount of **Your** claim up to the **Accessories Sum Insured**; or
- b) repair or replace the **Accessories** up to the **Accessories Sum Insured**.

At no point will **We** pay more than 20% of the total **Cycle Sum Insured** shown in the **Schedule** (less any **Excess**).

Accessories less than 3 years old

We will, at **Our** option, repair, replace or pay for any **Accessories** on a new for old basis.

Accessories more than 3 years old

We will, at **Our** option, repair, replace or pay for any **Accessories** on an equivalent type or specification basis.

Upon settlement of a claim for loss or **Damage** where the **Accessories** are deemed a **Total Loss** We have the right to take and keep possession of any part or the entire **Accessories** and deal with the salvage in a reasonable manner.

If any stolen **Accessories** that have been subject to a claim payment under this section are subsequently recovered **We** shall become entitled to that property.



Section 5: Organised Event Fees and Expenses

This Section is included in **Your Policy**.

What is covered

We will pay up to £500 for the non-refundable and/or non-transferable fee that has already been paid by **You** in respect of **You** participating in an organised event if **You** are no longer able to participate due to circumstances that are unexpected and entirely beyond **Your** control.

In addition to this **We** will pay up to £250 towards **Your** non-refundable and/or non-transferable travel and/or accommodation costs that have already been paid by **You** to participate in an organised event if **You** are no longer able to participate due to circumstances that are unexpected and entirely beyond **Your** control.

In the event that **Your Cycle** is stolen or suffers **Damage** that renders it unusable up to 7 working days prior to the start of an organised event **You** have paid to attend, **We** will pay up to £250 towards the reasonable costs for **You** to hire an alternative cycle in order for **You** to participate in that organised event.

What is not covered

We will not make any payment under this section of cover in respect of any claim:

- Where **You** are unable to provide proof of any non-refundable and/or non-transferable costs;
- that is made as a result of a pre-existing or self-inflicted illness and/or injury or any medical treatment which is not medically necessary;
- that is made in respect of an illness or injury to **You** that has not been diagnosed by **Your Doctor** within 72 hours prior to the start of the event and where **Your Doctor** has not advised **You** not to participate in the event;
- that is made directly or indirectly due to adverse weather;
- for more than one organised event in any one **Period of Insurance**;
- for sums of money greater than the amounts outlined above;
- in respect of lost and/or stolen entry tickets;
- not notified to **Us** within 30 days from the date of loss.

How we will deal with your claim

The type of information and evidence **We** may need will depend on the circumstances of the claim.

In all cases **We** will only ask for information which is relevant to the claim.

Where a claim is made in respect of non-participation due to a medical matter **We** will ask **You** to sign a form of consent to enable **Us**, where applicable, to contact **Your Doctor** to confirm they believe **You** are not medically fit to participate in or attend the event.

We may ask **You** to supply further information or evidence to help **Us** assess and/or validate **Your** claim and **You** must supply and pay for all information or evidence that **We** may reasonably request.



Section 6: Personal Accident (Optional)

This Section is optional and only applies if noted on **Your Policy Schedule** as operative.

What is covered

We will pay the amounts detailed below if **You** suffer **Bodily Injury** as a result of an **Accident** during the **Period of Insurance**.

If **You** suffer an **Accident** which directly results in one of the injuries specified below, **We** will pay the benefit shown in the table of benefits below:

Accidental Bodily Injury which results in:	Bronze Cover	Silver Cover	Gold Cover
Loss of sight in both eyes	£10,000	£15,000	£20,000
Loss of Limbs (two or more)	£10,000	£15,000	£20,000
Loss of hearing (in both ears)	£10,000	£15,000	£20,000
Loss of speech	£10,000	£15,000	£20,000
Loss of sight in one eye	£5,000	£7,500	£10,000
Loss of Limb (one limb)	£5,000	£7,500	£10,000
Loss of hearing (in one ear)	£2,500	£3,500	£5,000
Loss of use of shoulder, elbow, wrist, knee, hip or ankle	£2,500	£5,000	£7,500
Loss/Loss use of one thumb	£2,500	£5,000	£7,500
Loss/Loss use of one forefinger	£1,500	£3,000	£5,000
Loss/Loss use of any other finger	£750	£1,500	£2,500
Loss/Loss use of any one big toe	£750	£1,500	£2,500
Loss/Loss use of any other toe	£100	£250	£500
Permanent Total Disablement	£10,000	£15,000	£20,000
Death	£5,000	£7,500	£12,500
Death under the age of 18 years	£3,500	£5,000	£7,500
Hospitalisation	£7.50 per day	£15 per day	£25 per day
Dental Treatment	£nil	£250	£500
Physiotherapy Cover	£nil	£250	£500
Broken Bones	£nil	£250	£500
Additional Weekly Benefit	£nil	Up to £250 per week	Up to £500 per week



Loss of Limb(s)

We will pay the amount shown in the table of benefits if **You** suffer an **Accident** which directly results in amputation of:

- an arm at or above the wrist; or
- a leg at or above the ankle.

We will cover amputation whether this occurs:

- at the time of the **Accident**; or
- within 12 months of the date of the **Accident**.

We will only cover amputation where it is medically necessary as a direct result of an **Accident** and that in the opinion of an **Expert Medical Practitioner** will not be recovered.

Loss of sight

We will pay the amount shown in the table of benefits if **You** suffer an **Accident** which directly results in the permanent and total loss of sight that will be considered as having:

- occurred in both eyes if **Your** name is added to the Register of Blind Persons; or
- in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

In all cases the loss of use must occur within 12 months of the date of the **Accident**.

Loss of hearing

We will pay the amount shown in the table of benefits if **You** suffer an **Accident** which directly results in the total loss of hearing in one or both ears to the extent that the hearing loss in one or both ears is greater than 95 decibels across all frequencies using a pure tone audiogram that in the opinion of an **Expert Medical Practitioner** will not be recovered.

In all cases the loss of use must occur within 12 months of the date of the **Accident**.

Loss of use of arms and/or legs

If **You** suffer an **Accident** which directly results in the permanent loss of use of arms and/or legs of more than 20%,

We will pay a percentage of the amount shown in the table of benefits depending on the extent of loss of use that an **Expert Medical Practitioner** confirms **You** have suffered.

- Where the loss of use is less than 20% **We** will not pay any amount.
- Where the loss of use is 20% or more and under 70% **We** will pay a percentage of the full amount shown in the table of benefits equal to the percentage of loss that an **Expert Medical Practitioner** confirms **You** have suffered.
- Where the loss of use is 70% or more, the full amount shown in the table of benefits will be paid.

Depending on the percentage of loss, for multiple injuries sustained during the same **Accident** **We** will calculate the amount payable, for partial loss of use for each arm or leg separately.

In all cases the loss of use must occur within 12 months of the date of the **Accident**.



Permanent Total Disablement

We will pay the amount shown in the table of benefits if **You** suffer an **Accident** which directly results in permanent total disablement, caused other than by death, loss of limb(s), loss of use of arms and/or legs, loss of sight or loss of hearing, that has lasted for 52 consecutive weeks and will, in the opinion of an **Expert Medical Practitioner** prevent **You** from ever engaging in any occupation of any kind.

Hospitalisation Cover

If **You** suffer an **Accident** which directly results in **Bodily Injury** and **You** are admitted to hospital as an inpatient for medical surgery or other remedial attention treatment or diagnosis by a **Doctor** for a period in excess of 24 hours from the time of original admission **We** will pay the amount shown in the table of benefits for a maximum of 30 days.

Emergency Dental Treatment

If **You** suffer an **Accident** which directly results in a **Dental Injury** **We** will pay up to the maximum amount shown in the table of benefits for any emergency treatment carried out in accordance with the acceptance and established dental practice in the **United Kingdom** to restore **Your Sound and Natural Teeth**.

Physiotherapy Cover

If **You** require **Physiotherapy** as recommended by a **Doctor** for the treatment and recovery of a **Fracture**, following a valid claim under this **Policy**, **We** will pay **You** up to the maximum amount shown in the table of benefits.

Fracture

If **You** suffer a **Fracture** as a direct result of **Bodily Injury** following an **Accident** **We** will pay **You** up to the maximum amount shown in the table of benefits:

- Arm (Humerus, Radius, Ulna)
- Wrist (Carpals)
- Leg (Femur, Tibia, Fibula)
- Ankle (Tarsals)
- Kneecap (Patella)
- Collarbone (Clavicle)
- Shoulder Blade (Scapula)

Additional Weekly Benefit

If **You** suffer an **Accident** which directly results in **Temporary Total Disablement** **We** will pay the weekly benefit amount shown in the table of benefits for up to 12 weeks from the date of the **Accident**. The weekly benefit amount commences at the end of the 7 day deferment period.

We will not pay **You** for **Temporary Total Disablement** due to **Bodily Injury** as the result of an **Accident** if at the time **You** suffer **Bodily Injury** **You** are:

- under the age of 16 years;
- over the age of 65 years;
- not in gainful employment.



What is not covered

We will not make any payment in respect of any temporary, partial or permanent **Bodily Injury** caused by:

- a) illness or disease;
- b) known side effects where medicines are taken correctly under medical supervision or guidance;
- c) medicines taken incorrectly;
- d) medicines for treating drug addiction;
- e) known risks associated with a medical or surgical procedure;
- f) a gradual loss of use or function which is not as a direct result of an **Accident**;
- g) muscular or skeletal condition or injury unless caused directly by external, sudden violent and visible means and not aggravated by a previous muscular or skeletal injury;
- h) any physical or psychological defect, infirmity or condition which existed or for which medical advice or treatment had been given prior to the time that **Your** cover first commenced;
- i) Weekly benefits which are more than 65% of **Your Average Weekly Wage** for **Temporary Total Disablement**.

We will not pay any claim resulting from **Your**:

- a) suicide or deliberate self-inflicted injury;
- b) reckless and deliberate exposure to known danger (except in an attempt to save human life);
- c) use of drugs;
- d) consumption of alcohol to an extent **You** suffer mental or physical impairment which causes the **Accident**;
- e) participating in or acting as an accessory to any crime or attempted crime;
- f) participation in, practice or training for any sport as a professional sports person unless **We** have agreed that in writing;
- g) participation in active service in any armed forces, the Territorial Army and other reserve services, whether war be declared or not;
- h) **Your** participating or conspiring in any act of **Terrorism** not involving the use or release or the threat of any nuclear weapon or any chemical or biological agents;
- i) **Your** participating in any act of **Terrorism** which involves the use or release or the threat thereof, of any nuclear weapon or any chemical or biological agents;
- j) **Your** participation in any act of war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not, civil war, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power);
- k) **Your** pregnancy or giving birth.

No cover is provided by this section if:

- a) **You** are 65 years of age or above;
- b) **Your** main permanent residence is no longer in the **United Kingdom**.

If **We** make a payment for loss of sight in one eye or hearing in one ear, all cover for that eye or ear will end. If **You** make multiple claims for any one arm or leg **We** will only pay up to the maximum amount shown in the table of benefits, regardless of the number or type of claims made for that arm or leg.

If payment is applicable under more than one of the benefits as a result of a single **Accident** the total benefit **We** will pay will not exceed the amount payable as shown in the table of benefits for permanent total disablement.



How we will deal with your claim

We will ask **You** to sign a form of consent to enable **Us**, where applicable, to contact **Your Doctor** and the hospital which is treating **You**.

As well as approaching healthcare and/or other professionals at **Our** own cost **We** may ask **You** to supply further information or evidence to help **Us** assess and/or validate **Your** claim. **You** must supply and pay for all information or evidence that **We** may reasonably request.

The type of information and evidence **We** may need will depend on the circumstances of the claim. In all cases **We** will only ask for information which is relevant to the claim and the treatment received or previous medical history.



Section 7: Bicycle Legal Expenses Insurance (Optional)

This Section is optional and only applies if noted on **Your Policy Schedule** as operative.

Thank you for choosing to insure with **Us**. Please read carefully all documents that **We** have provided, together with any addendum, endorsements and the **Schedule**.

If something's not right, **You** have any questions, need anything explained or believe this contract does not meet **Your** needs, please contact **Your** insurance agent immediately. If **You** are unhappy with the terms and wish to cancel the policy, please contact **Your** insurance agent within 14 days from the date of purchase, and a full refund of premium will be arranged. This is subject to there being no claims made under this policy.

Making a Claim

You can contact **Our** helpline below to notify **Us** of a claim. **We** will not accept responsibility if any of the helpline services fail for reasons beyond **Our** control.

Legal Claims Notification

This helpline operates 24/7, 365 days a year and can provide advice on legal matters. Please note, this helpline service is not empowered to give advice on the admissibility of a claim under this policy. If **You** wish to make a claim, the helpline can provide **You** with a form that should be submitted directly to Arc Legal Assistance Ltd.

If **You** wish to make a claim, it's important to let **Us** know as soon as possible and during the **Period of Insurance**. **You** can obtain and submit a claim form to **Us** by using one of the contact methods below.

Visit claims.arclegal.co.uk to submit **Your** claim online.

Post **Your** claim form to **Us** at:
Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5NE

Call the Legal Advice Helpline on **0344 770 1083**, who will be able to provide **You** with a claim form.

Terms of Cover

This policy is written on a 'Claims Made' basis, which means it's important to let **Us** know about any potential claims within 30 days and during this **Period of Insurance**. As a consequence, please note all cover therefore ceases upon expiry of this policy.

Please see the Policy Conditions section of this document, which sets out how **We** will assess **Your** claim, **Your** obligations to **Us** under the policy and how **We** will handle **Your** claim.



Meaning of Words

The words or expressions set out below have the following meaning wherever they appear emboldened in this policy.

Authorised Professional

A solicitor, counsel, claims handler, mediator, accountant or other appropriately qualified person appointed and approved by **Us** under the terms and conditions of this policy to represent **Your** interests.

Civil Legal Action

When formal legal proceedings are taken against an opponent in a **Court** of Law.

Claim Limits

The amount **We** will pay in respect of any one claim and the total amount payable within any one **Period of Insurance** as specified in the **Schedule**.

Costs

Your Authorised Professional's fees, **Costs** and disbursements which **We** have agreed or the **Costs** of any other people involved in the legal proceedings if **You** have to pay those **Costs**. This includes **Costs** following an 'out-of-**Court**' settlement to which **We** have agreed. This does not include any damages, fines or penalties **You** have to pay.

Court

A **Court**, tribunal or other competent authority.

Event

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or **Events** that are related by cause or time.

Excess

The first amount of each and every claim as detailed in the **Schedule** or insured **Event**.

Insurer

This insurance is administered by Arc Legal Assistance Ltd and underwritten by Royal & Sun Alliance Insurance Ltd.

Insured Bicycle

A bicycle that **You** own or for which **You** are legally responsible.

Period of Insurance

The dates as shown on **Your Schedule**.

Prospects of Success

At least a 51% chance of **You** achieving a favourable outcome.

Schedule

The document which details **Your** personal information for the purposes of this insurance and is attached to and forms part of this policy.



Standard Professional Fees

The level of **Costs** that would normally be incurred by **Us** in using an **Authorised Professional** of **Our** choice.

Territorial Limits

The United Kingdom (meaning England, Scotland, Northern Ireland and Wales), Channel Islands and Isle of Man.

Terrorism

The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

Time of Occurrence

The date upon which the **Event** first occurred.

We, Us, Our

Arc Legal Assistance Ltd and Royal & Sun Alliance Insurance Ltd.

You, Your

- a) The person named as the policyholder in the **Schedule**.
- b) Any person authorised by the policyholder to ride or to be a passenger in or on the **Insured Bicycle**.

Cover

We will provide the cover detailed in the Insured Events section of this policy, subject to the terms, conditions and limitations shown below or amended in writing by **Us** during the **Period of Insurance**.

Insured Events

	What is covered	What is excluded
Personal Injury	Costs to pursue Civil Legal Action against a third party following a road accident or collision involving the Insured Bicycle where their negligence has led to Your death or bodily injury.	<ol style="list-style-type: none"> 1. Claims for stress, psychological or emotional injury. 2. Claims for illness, bodily injury or death caused gradually and not by a specific, sudden Event.
Uninsured Loss Recovery	Costs to recover uninsured losses incurred by You following a road accident or collision involving the Insured Bicycle .	
Pothole Damage	Costs to pursue the relevant local authority for damage caused to an Insured Bicycle on a public highway as a consequence of a pothole.	



General Exclusions to Section 7 Bicycle Legal Expenses Insurance

1. **Costs** incurred:
 - a) In respect of any **Event** where the **Time of Occurrence** commenced prior to the commencement of this insurance.
 - b) Where **You** are aware of a circumstance that may give rise to a claim when purchasing this insurance.
 - c) Before **Our** written acceptance of a claim.
 - d) Before **Our** approval or beyond those for which **We** have given **Our** approval.
 - e) Where **You** fail to give proper instructions in due time to **Us** or to the **Authorised Professional**.
 - f) Where **You** are responsible for anything which in **Our** opinion prejudices **Your** case.
 - g) If **You** withdraw instructions from or, fail to respond to the **Authorised Professional**, withdraw from the legal proceedings or the **Authorised Professional** refuses to continue to act for **You**.
 - h) Where **You** decide that **You** no longer wish to pursue **Your** claim as a result of disinclination. All **Costs** incurred up until this stage will become **Your** responsibility.
 - i) In excess of **Our Standard Professional Fees** where **You** have elected to use an **Authorised Professional** of **Your** own choice.
2. Any claim if **We** consider it is unlikely a favourable settlement will be obtained, or where the likely settlement is disproportionate compared with the time and **Costs** incurred.
3. Claims where **You** fail to follow the advice or proper instructions of **Us** or the **Authorised Professional**.
4. Appeals where **You** have failed to notify **Us** in writing of **Your** wish to appeal at least six working days before the deadline for giving notice.
5. Any **Costs** and expenses that could have been recovered under any other insurance or from a Trade Union, public body or employer.
6. Legal action outside the **Territorial Limits**, and/or proceedings in constitutional, international or supranational Courts or tribunals including the European Courts of Justice and the Commission and Court of Human Rights.
7. Any disputes involving a contract of insurance.
8. Any disputes with **Us** not dealt with under the arbitration condition.
9. An application for judicial review or any **Costs** incurred in new areas of law or test cases.
10. Any **Costs** relating to **Your** alleged dishonesty, deliberate or wilful act, omission or misrepresentation.
11. Any matter in respect of which **You** are entitled to legal aid (or equivalent), **Our** liability shall be limited to the sum equal to any assessed contribution payable by **You**.
12. Any claims where there is an allegation that **You** were in control of the **Insured Bicycle** whilst under the influence of alcohol or drugs (whether prescribed or otherwise).
13. Any claim where **Your** bicycle insurer is entitled to repudiate **Your** bicycle policy or refuses settlement of **Your** claim.
14. Any claim arising out of the use of an **Insured Bicycle** by **You** for racing, rallies, trials, off-roading or competitions of any kinds.



15. Travelling expenses, subsistence allowance or compensation for absence from work in pursuit of **Your** claim.
16. Claims made by **You** against any authorised passenger on the **Insured Bicycle**.
17. Claims for passengers where there is a conflict of interest between **You** or the authorised rider and any other passenger(s).
18. Any direct or indirect liability, loss or damage caused:
 - a) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
 - b) by computer viruses.

This does not apply to legal proceedings connected with claiming compensation following **Your** death or bodily injury.

19. Any claim or expense of any kind caused directly or indirectly by:
 - a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
 - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
20. Any loss or damage caused by any sort of war; invasion or revolution.
21. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
22. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **Terrorism**.

Conditions Relating to Section 7 Bicycle Legal Expenses Insurance

Notifying Us

If anything happens which could lead to a claim under this policy, **You** must let **Us** know as soon as possible by submitting a claim form and providing **Us** with all the information **We** may need. Until **You** have let **Us** know about the claim and **We** have provided acceptance in writing, **We** will not be responsible for any **Costs**, nor will **We** cover any **Costs** that were incurred before **We** accepted the claim.

It's important to remember that **You** must notify claims in writing directly to Arc Legal Assistance Ltd. Informing any of **Our** Advice Helplines does not constitute as notification of a claim.

Claims Decision

The decision to accept **Your** claim will take into account the advice of the **Authorised Professional**, as well as **Our** own claims handlers. **We** may require, at **Your** expense, an opinion of an expert or counsel on the merits of **Your** claim. If the claim is subsequently admitted **Your Costs** in obtaining such an opinion and providing such advice will be reimbursed under this insurance.



Your claim will be accepted if all of the following apply:

1. The position has not been prejudiced.
2. **We** have assessed **Your** claim and deem it to have **Prospects of Success**.
3. It's likely a sensible settlement will be obtained and is proportionate with the time and **Costs** incurred in dealing with **Your** claim.
4. The **Event** and action required are covered by this insurance under the Insured Events section. The **Event** must have happened within the **Territorial Limits** and during the **Period of Insurance**.
5. **You** have kept to the terms and conditions of this policy and none of the exclusions listed under the General Exclusions section apply.

After receiving **Your** claim or during the course of it **We** may find:

1. **Your Prospects of Success** are insufficient.
2. There is a more suitable course of action.
3. **We** cannot agree to the claim.

In these circumstances, **We** may not continue to support **Your** claim and will tell **You** why in writing.

We may also limit the **Costs** that **We** pay under the policy for **Your** claim in the following circumstances:

1. **We** consider it is unlikely a favourable settlement will be obtained.
2. The likely settlement is disproportionate with the time and expenses necessary to achieve it.
3. There are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively, where it may cost **Us** more to handle a claim than the amount in dispute **We** may, at **Our** discretion, pay to **You** the amount in dispute which will represent full and final settlement under this policy providing **You** have complied with all terms and conditions.

If **You** make a claim under this policy which **You** subsequently discontinue due to **Your** own disinclination to proceed, any **Costs** incurred to date will become **Your** own responsibility and will need to be repaid to **Us**.

Representation

If **Your** claim is accepted, **We** will take over and conduct the prosecution, pursuit, defence or settlement on **Your** behalf. **We** will also select an **Authorised Professional** of **Our** choice to act on **Your** behalf.

If legal action is agreed by **Us**, **You** can continue to use the **Authorised Professional** **We** have selected. However, **You** are also entitled to nominate an **Authorised Professional** of **Your** choice, although this must be agreed with **Us** in advance, confirmed in writing and **You** will be responsible for any **Costs** in excess of **Our Standard Professional Fees**. **You** will need to satisfy **Us** that **Your** chosen representative has the appropriate experience and skills to represent **You**, and **You** shall have a duty to minimise the **Costs** of legal action.

Any dispute arising from or in relation to the **Authorised Professional** shall be referred in arbitration in accordance with the policy conditions.



Conduct of Claim

1. It's important to co-operate with **Us** at all times. **You** must give **Us** and the **Authorised Professional** all the information and help required. This will include a truthful account of **Your** case, any paperwork requested and information on all material developments.
2. **We** will have direct access to the **Authorised Professional** at all times. **We** shall also be entitled to (at no cost to **Us**) obtain any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **You** shall give any instructions to the **Authorised Professional** which may be required for this purpose.
3. **You** or the **Authorised Professional** must notify **Us** immediately in writing of any offer or payment into **Court**, made with a view to settlement, and **You** must await **Our** written agreement before accepting or declining any such offer.
4. **We** will not be bound by any promise or undertaking given by **You** to the **Authorised Professional** or by either of **You** to any **Court**, witness, expert, agent or any other person without **Our** agreement.

Due Care

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by **Us**.

Recovery of Costs

You should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay **You** all or any costs, charges, fees, expenses or compensation **You** will do everything possible (subject to **Our** directions) to recover the money and hold it on **Our** behalf. If payment is made by instalments these will be paid to **Us** until **We** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

Fraud

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to the police or fraud prevention agencies. **We** may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent claim. In these circumstances, **You** will not be entitled to any refund of premium or benefit under the policy. **We** may also take legal action against **You** and inform the appropriate authorities.

Arbitration

Any dispute between **You** and **Us**, which is not solved by either party, will be governed by the laws of England and Wales and will be referred to a single arbitrator. The arbitrator shall be a solicitor or barrister on whom **We** both agree. If **We** are unable to agree, one will be nominated by the Law Society. Where appropriate, the dispute will be resolved on the basis of written submissions, and the cost of resolving the dispute will be met in full by the party against whom the decision is made. The arbitrator shall have the power to apportion **Costs** in the case that a decision is not clearly made against either party.



Royal Sun Alliance Insurance Ltd Privacy Policy

You privacy is important to **Us** and **We** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **We** use the information **We** collect about **You** and how **You** can exercise **Your** data protection rights. **You** can view **Our** full privacy notice by visiting rsagroup.com/support/legal-information/partner-privacy-policy

If **You**'re unable to access the link or have any questions or comments about **Our** privacy notice, please write to: The Data Protection Officer; RSA, Bowling Mill, Dean Clough Industrial Park, Halifax HX3 5WA

You can also email **Us** at crt.halifax@uk.rsagroup.com

Arc Legal Assistance Ltd Privacy Notice

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current data protection legislation. For more information, please visit arclegal.co.uk

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Cancellation

If **You** decide this policy does not meet **Your** insurance needs, please return it to **Your** agent within 14 days from the date of purchase. Providing that no claims have been made, **We** will refund **Your** premium in full. **You** may cancel **Your** policy at any time after the first 14 days by informing **Your** agent, although no refund of premium will be payable.

We may at any time cancel **Your** insurance by giving 14 days' notice in writing where there is a valid reason for doing so.

Act of Parliament

Any reference to an Act of Parliament within the policy shall include an amending or replacing Act, and also include equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.



Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless **Your** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

Complaints Procedure

In the event of a complaint arising under this insurance, **You** should in the first instance contact Arc Legal Assistance Ltd.

Write to Us at:	Email Us at:	Call Us on:
Arc Legal Assistance Ltd PO Box 8921 Colchester CO4 5NE	customerservice@arclegal.co.uk	01206 615 000

Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This may also apply if **You** are insured in a business capacity. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: **0300 123 9123**

Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

Royal & Sun Alliance Insurance Ltd is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **We** cannot meet **Our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.







Towergate Insurance

Ellenborough House, Wellington Street, Cheltenham,
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www.towergateinsurance.co.uk

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